

156707
WGK 4085235 23

LEASE - Waste Disposal Area - dated 1-1-64

MGR 4085236

(Continued from)

LEASE

THIS INDENTURE, made and entered into as of January 1, 1964, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, hereinafter referred to as "Lessor", and INDUSTRIAL SALVAGE AND DISPOSAL, INC., a Delaware corporation, of 2902 Monsanto Avenue, East St. Louis, Illinois, hereinafter referred to as "Lessee", WITNESSETH:

WHEREAS, Lessor owns certain lands situated on and near the east bank of the Mississippi River in the Village of Monsanto, St. Clair County, State of Illinois, and

WHEREAS, Lessee desires to lease a portion of said lands, as hereinafter described, for use by Lessee as site for Lessee's waste disposal operations which are to be performed pursuant to the terms and provisions of that certain written Agreement, of even date herewith, between Lessor and Lessee, hereinafter called "Waste Disposal Agreement," to which Agreement reference is hereby made, and, further, for agricultural purposes; and

WHEREAS, Lessor is willing to lease said lands for said purposes under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor, in consideration of the covenants and agreements hereinafter expressed to be kept, observed and performed by Lessee and subject to the terms, provisions and conditions hereof, does hereby let, and the Lessee does hereby lease, the following described parcel of land, hereinafter called "Premises," situated in the Village of Monsanto, County of St. Clair, and State of Illinois, to-wit:

A tract of land in the Village of Monsanto, County of St. Clair, State of Illinois, said tract being bounded on the north by the southern line of River-view Avenue, 70 feet wide, as established by Ordinance No. 122 of the Village of Monsanto, Illinois; bounded on the east by the western line of 230KV transmission line easement for Union Electric Power Company, recorded in Book 1284,

WGX 4085237

page 28 of the St. Clair County, Illinois recorder's office; bounded on the south by the south line of Monsanto ~~Chemical~~ Company property, ^{1/4/888} said line being parallel with and measured at right ^{W/ P.S.} angles thereto, approximately 2000 feet southerly from the said southern line of Riverview Avenue; bounded on the west by the eastern line of an existing unimproved road running generally parallel to the aforesaid transmission line easement at an elevation varying from 418 feet to 423 feet above mean sea level between said southern line of the herein described tract and the southern line of Riverview Avenue, said tract containing approximately twenty-two (22) acres and being located approximately where shown outlined in red on Monsanto Chemical Company's drawing No. D-017-G10, dated March 31, 1959, marked Exhibit A, attached hereto and made a part hereof.

2. This lease is made subject to any and all rights or interests of third parties in or to any of said Premises. Lessor shall have the right to enter upon said Premises at all reasonable hours for the purpose of examining and inspecting the same. Lessor further reserves the right (a) to keep, maintain, operate, and renew Lessor's existing sampling wells on said Premises and to install, construct and thereafter keep, maintain, operate and renew such additional sampling wells as Lessor may desire, and (b) to keep, maintain, renew, relocate and remove Lessor's existing metal fence located on or about said Premises, and to install, construct and thereafter keep, maintain, renew, relocate and remove such additions or extensions to, or changes in, said fence as Lessor may consider necessary or convenient. Lessee agrees to cause all gates comprised in any fence, now existing or which may hereafter be erected or maintained on or about said Premises, to be closed and securely locked at all times except during such periods as Lessee shall actively be conducting operations on said Premises in accordance with said Waste Disposal Agreement.

3. Lessee agrees to maintain and use said Premises solely for the purpose of operating thereon a waste disposal area in accordance with the terms and provisions of the aforesaid Waste Disposal Agreement. Lessee expressly agrees to refrain from, as well as prevent, the disposal of any other materials, wastes or residues

on said Premises. To the extent that there shall be no hindrance or interference, directly or indirectly, with the use of said Premises for the proper operation thereon of the disposal area in accordance with the terms of the aforesaid Waste Disposal Agreement, Lessee may use said Premises for agricultural purposes; it being expressly understood that the use of said Premises for agricultural purposes shall at all times be subject and subordinate to the use thereof as a disposal area. Lessee agrees, at Lessee's own cost and expense, to maintain said Premises in a condition satisfactory to Lessor and to provide all labor, materials, equipment, supplies and instrumentalities required in the planting, cultivating, caring for and harvesting of any crops on said Premises.

4. Lessee agrees not to use said Premises for any unlawful purpose, to comply with and observe the provisions of any law, ordinance or governmental regulation applicable to Lessee's use of said Premises, and to prevent unauthorized persons from entering on said Premises. No buildings, structures or improvements shall be installed, constructed, erected or placed on said Premises without the prior written consent of Lessor.

5. Lessee shall not be charged any rent for its use of the said Premises in accordance with the provisions hereof. All proceeds from the use of said Premises for agricultural purposes shall belong to Lessee.

WCK 4085239

6. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of, resulting from or connected with (a) Lessee's use or occupancy of or operations on said Premises for any purpose, (b) the exercise by Lessee of any of the rights or privileges granted hereby, (c) the maintenance, operation, use or existence of said Premises as a disposal area, (d) any act, omission or neglect of Lessee, its agents, representatives or employees, or

(e) any breach by Lessee of the terms or provisions of this Lease; provided, however, the foregoing provisions of this paragraph 6 shall not apply to any injuries to person or property caused by or resulting from the negligence of the Lessor in the operation or maintenance of the Premises.

7. Lessee assumes full responsibility for, and hereby releases and discharges Lessor from any liability for, any loss or destruction of or damage to any crops or agricultural products grown or produced on said Premises unless caused by the negligence of the Lessor in the operation or maintenance of the Premises.

8. This Lease shall commence with the date first hereinabove written, and end with December 31, 1968 unless sooner terminated, as it may be at any time, by either party giving at least ninety (90) days' written notice to the other party of intention to terminate. Notwithstanding any of the foregoing, it is expressly agreed that in the event said Waste Disposal Agreement shall be cancelled, terminated or otherwise expire, this Lease shall terminate ipso facto with the cancellation, termination or other expiration of said Waste Disposal Agreement. In addition, Lessor may, without further demand or notice, terminate this Lease in the event Lessee defaults in the performance of or breaches any of its covenants, obligations or agreements under this Lease, and such default or breach shall continue for more than ten (10) days after written notice thereof shall have been given by the Lessor to Lessee.

WGK 4085240

Upon termination howsoever of this Lease, Lessee shall peacefully deliver up and surrender possession of said Premises to Lessor, leaving the same in a neat, clean, orderly and safe condition and, provided Lessee shall have satisfied all of its liabilities to Lessor hereunder, Lessee shall remove all of Lessee's property, and, as soon as practicable, but in no event beyond the end of the growing season, Lessee's growing crops, from said Premises. In the event Lessee fails to peaceably deliver up and

surrender said Premises to Lessor as aforesaid, Lessor may, without further demand or notice, re-enter and repossess said Premises and expel Lessee and those claiming under it without being guilty of trespass and without being subject to liability for damages and without prejudice to any other remedies of the Lessor at law or in equity then existing with respect thereto.

9. Any notice of Lessor to Lessee shall be deemed served or given when posted on Premises or when deposited, postage prepaid, in the U. S. mails addressed to Lessee at its address stated above.

10. This Lease and all its provisions shall inure to or bind each party's successors and assigns; provided that none of the Premises shall be sublet and no right of Lessee shall be transferred or assigned, either voluntarily or involuntarily, without the prior written consent of Lessor. Either party hereto may waive any default at any time of the other without affecting or impairing any right arising from any subsequent default.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first hereinabove written.

MONSANTO COMPANY

ATTEST:
(SEAL)

By /s/ R. M. Morris
Vice President

By /s/ C. E. Caspari, Jr.
Assistant Secretary

INDUSTRIAL SALVAGE AND DISPOSAL, INC.

ATTEST:
(SEAL)

By /s/ Leo Sauget
President

By /s/ Paul Sauget
Secretary

WCK 4085241

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

I. Mary K. Brady, a notary public, do hereby certify that R. M. Morris, personally known to me to be the Vice President of Monsanto Company, a Delaware corporation, and C. E. Caspari, Jr. personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal or said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of November, 1964.

Commission expires May 19, 1968.

(SEAL)

/s/ Mary K. Brady

WGX 4085242

STATE OF ILLINOIS }
COUNTY OF ST. CLAIR }

I, Mary Helen Schuchman, a notary public, do hereby certify that Leo Sauget, personally known to me to be the _____ President of Industrial Salvage and Disposal, Inc., a Delaware corporation, and Paul Sauget personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary, they signed and delivered the said instrument as _____ President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of November, 1964.

Commission expires Feb. 18-1965.

(SEAL)

/s/ Mary Helen Schuchman

WGK 4085243